

ROUTING AND TRANSMITTAL JP

Date 27 May 1983

TO: (Name, office symbol, room number, building, Agency/Post)		Initials	Date
1.	EO/DDA	<i>[Signature]</i>	31 MAY 1983
2.			
3.			
4.			
5.			

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

REMARKS

The attached document w/atts. was received today from the D/ISOO. FYI, we took the liberty in reproducing a copy for our information.

As you have done previously, [] OGC and [] OS should also be sent copies. Please call me or [] if you have any questions.

B.A. - pls to

[]

[]

Pls removed that our official reply should go out under DDA's chop.

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)	Room No.—Bldg.
OIS/RMD/RSB	1236 Ames
	[]

5041-102

OPTIONAL FORM 41 (Rev. 7-76)
Prescribed by GSA
FPMR (41 CFR) 101-11.206

ROUTING AND TRANSMITTAL SLIP

Date

31 MAY 1983

TO: (Name, office symbol, room number, building, Agency/Post)

Initials

Date

1. D/Information Services

2.

3.

4.

5.

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

REMARKS

- 1 - As you can see from the attached routing sheets, we have been in touch with RMD/RSB re the attached letter from ISOO. Because of the short deadline, copies were distributed to OS, SECOM, and OGC from this office with a suspense to RMD of 6 June (SECOM received copy on FYI basis) so that a response can be prepared for the DDA's signature in time to meet the 10 June deadline.

ROUTING AND TRANSMITTAL SLIP

Date

31 May 83

TO: (Name, office symbol, room number, building, Agency/Post)

Initials

Date

1. Chairman, SECOM

2.

3.

4.

5.

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

REMARKS

Attached is forwarded to you FYI. Action has been assigned to OIS [redacted] Copies have been forwarded to OGC [redacted] and OS [redacted] OIS has requested that comments from OGC and OS be forwarded to OIS by 6 June so that a consolidated response for Mr. Fitzwater's signature can be prepared.

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)

Room No.—Bldg.

Phone No.

5041-102

OPTIONAL FORM 41 (Rev. 7-75)

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)

Room No.—Bldg.

Phone No.

5041-102

OPTIONAL FORM 41 (Rev. 7-75)

DDA REGISTRY
FILE: 70-4-1152

ROUTING AND TRANSMITTAL SLIP

Date 31 MAY 1983

TO: (Name, office symbol, room number, building, Agency/Post)

Initials Date

1. D/Security

2.

3.

4.

5.

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

REMARKS

1 - OIS [redacted] OIS/RMD/RSB, [redacted] has been assigned action on the attached letter and has requested comments from your Office by 6 June. Comments from OGC have also been requested by 6 June. A copy was forwarded to Chairman, SECOM on an FYI basis.

ROUTING AND TRANSMITTAL SLIP

Date 31 May 83

TO: (Name, office symbol, room number, building, Agency/Post)

Initials Date

1. OGC [redacted]

2.

3.

4.

5.

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

REMARKS

1 - OIS [redacted] OIS/RMD/RSB, [redacted] has been assigned action on the attached letter and has requested comments from your office by 6 June. Comments from OS have also been requested by 6 June 6 June. A copy was forwarded to Chairman, SECOM on an FYI basis.

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)

Room No.—Bldg.

Phone No.

5041-102

OPTIONAL FORM 41 (Rev. 7-76)

Prescribed by GSA

GPO : 1981 O - 561-529 (106)

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)

Room No.—Bldg.

Phone No.

5041-102

OPTIONAL FORM 41 (Rev. 7-76)

Prescribed by GSA

FFAR (41 CFR) 101-11.205



DD/A Registry
83-0235/5

May 26, 1983

Mr. Harry E. Fitzwater
Deputy Director for Administration
Central Intelligence Agency
Washington, DC 20505

Dear Mr. Fitzwater:

I enclose for your review copies of the most recent drafts of the three forms designed to implement the nondisclosure provisions of National Security Decision Directive 84, "Safeguarding National Security Information." These drafts reflect the product of the working group meeting on May 19, 1983.

At that meeting I announced that the member agencies of the working group would be given an opportunity to address policy issues reflected in the draft forms to the staff of the National Security Council before I submitted the final drafts to the Department of Justice for an enforceability review. Should your agency decide to submit comments, they should be addressed to the Honorable Robert M. Kimmitt, Executive Secretary, National Security Council, no later than June 10, 1983. Copies of your comments should be addressed simultaneously to the officials listed in the attachment to this letter, so that these agencies may have an opportunity to respond to the issues you have raised. These subsequent responses should be addressed to Mr. Kimmitt no later than June 17, 1983.

Please address your questions to Ethel Theis or me at 535-7251.

Sincerely,

STEVEN GARFINKEL
Director

Enclosures

Honorable Cora P. Beebe
Assistant Secretary (Administration)
Department of the Treasury
15th and Pennsylvania Avenue, NW
Washington, DC 20220

General Richard G. Stilwell, USA (Ret.)
Deputy Under Secretary of Defense for Policy
The Pentagon, Room 2E812
Washington, DC 20301

Honorable John R. Burke
Deputy Assistant Secretary
for Classification/Declassification (A/CDC)
Department of State, Room 2811
Washington, DC 20520

Mr. Harry E. Fitzwater
Deputy Director for Administration
Central Intelligence Agency
Washington, DC 20505

Honorable Kevin D. Rooney
Assistant Attorney General for Administration
Department of Justice
Constitution Avenue and Tenth Street, NW
Washington, DC 20530

Mr. Robert T. Duff
Director, Office of Classification
Department of Energy
Washington, DC 20545

Mr. Kenneth E. deGraffenreid
Staff Member
National Security Council
Old Executive Office Building
Washington, DC 20506

Ms. Brenda Reger
National Security Council
Old Executive Office Building
Washington, DC 20506

Richard Willard, Esq.
Deputy Assistant Attorney General
Civil Division
Department of Justice
Washington, DC 20530

Mr. Steven Garfinkel
Director, Information Security
Oversight Office
General Services Administration - Z
18th and F Streets, NW (Rm. 6046)
Washington, DC 20405

DRAFT
MAY 26 1983

SENSITIVE COMPARTMENTED INFORMATION NONDISCLOSURE AGREEMENT

An Agreement Between _____ and the United States
(Name-Printed or Typed)

1 1. Intending to be legally bound, I hereby accept the obligations
2 contained in this Agreement in consideration of my being granted
3 access to information protected within Special Access Programs,
4 hereinafter referred to as Sensitive Compartmented Information
5 (SCI). I have been advised that SCI involves or derives from
6 intelligence sources or methods and is classified or classifiable
7 under the standards of Executive Order 12356 or other Executive
8 order or statute. I understand and accept that by being granted
9 access to SCI, special confidence and trust shall be placed in me by
10 the United States Government.

1 2. I hereby acknowledge that I have received a security indoctrination
2 concerning the nature and protection of SCI, including the procedures
3 to be followed in ascertaining whether other persons to whom I
4 contemplate disclosing this information have been approved for
5 access to it, and I understand these procedures. I understand that
6 I may be required to sign subsequent agreements upon being granted
7 access to different categories of SCI. I further understand that
8 all my obligations under this Agreement continue to exist whether or
9 not I am required to sign such subsequent agreements.

1 3. I have been advised that direct or indirect unauthorized disclosure,
2 unauthorized retention, or negligent handling of SCI by me could
3 cause irreparable injury to the United States or be used to advantage
4 by a foreign nation. I hereby agree that I will never divulge such
5 information unless I have officially verified that the recipient
6 has been properly authorized by the United States Government to
7 receive it or I have been given prior written authorization from
8 the United States Government Department or Agency (hereinafter
9 Department or Agency) that last granted me either a security clearance
10 or an SCI access approval that such disclosure is permitted.

1 4. I further understand that I am obligated by law and regulation
2 not to disclose any classified information in an unauthorized fashion.
3 As used in this Agreement, classified information is information
4 that is classified under the standards of E.O. 12356, or any other
5 Executive order or statute that prohibits the unauthorized disclosure
6 of information in the interest of national security.

1 5. In consideration of being granted access to SCI and of being
2 assigned or retained in a position of special confidence and trust
3 requiring access to SCI and other classified information, I hereby
4 agree to submit for security review by the Department or Agency
5 that last granted me either a security clearance or an SCI access
6 approval all materials, including works of fiction, that I contemplate
7 disclosing to any person not authorized to have such information,

DRAFT
MAY 26 1983

8 or that I have prepared for public disclosure, which contain or
9 purport to contain:

- 10 (a) any SCI or other classified information; or
- 11 (b) any discussion of intelligence data, activities, sources
- 12 or methods to which I had access in the course of my
- 13 employment, contract or other relationship with the
- 14 United States Government.

15 I understand and agree that my obligation to submit such information
16 and materials for review applies during the course of my access to
17 SCI and at all times thereafter, and I agree to make any required
18 submissions prior to discussing the information with, or showing
19 it to anyone who is not authorized to have access to such information.
20 I further agree that I will not disclose such materials or information
21 unless I have officially verified that the recipient has been properly
22 authorized by the United States Government to receive it or I have
23 been given written authorization from the Department or Agency that
24 last granted me either a security clearance or an SCI access approval
25 that such disclosure is permitted.

1 6. I understand that the purpose of the review described in paragraph 5
2 is to give the United States a reasonable opportunity to determine
3 whether the information or materials submitted pursuant to paragraph 5
4 set forth any SCI or other information that is subject to classification
5 under E.O. 12356 or other Executive order or statute that prohibits
6 the unauthorized disclosure of information in the interest of national
7 security. I further understand that the Department or Agency to
8 which I have submitted materials will act upon them, coordinating
9 with the Intelligence Community or other agencies when appropriate,
10 and substantively respond to me within 30 working days from date of
11 receipt.

1 7. I have been advised that any breach of this Agreement may result
2 in the termination of any security clearances and SCI access approvals
3 that I may hold; removal from any position of special confidence
4 and trust requiring such clearances or access approvals; as well
5 as the termination of my employment or other relationships with
6 the Departments or Agencies that granted my security clearances or
7 SCI access approvals. In addition, I have been advised that any
8 unauthorized disclosure of SCI or other classified information by me
9 may constitute violations of United States criminal laws, including
10 the provisions of Sections 793, 794, 798, and 952, Title 18, United
11 States Code, and of Section 783(b), Title 50, United States Code, and
12 the provisions of the Intelligence Identities Protection Act of 1982.
13 Nothing in this Agreement constitutes a waiver by the United States
14 of the right to prosecute me for any statutory violation.

1 8. In addition, I hereby assign to the United States Government
2 all rights, title and interest, and all royalties, remunerations,
3 and emoluments that have resulted, will result, or may result
4 from any disclosure, publication, or revelation not consistent
5 with the terms of this Agreement.

MAY 26 1983

1 9. I understand that the United States Government may seek any
2 remedy available to it to enforce this Agreement including, but not
3 limited to, application for a court order prohibiting disclosure of
4 information in breach of this Agreement. I have been advised that the
5 action can be brought against me in any of the several appropriate
6 United States District Courts where the United States Government may
7 elect to file the action. Court costs and reasonable attorneys fees
8 incurred by the United States Government may be assessed against me
9 if I lose such action.

1 10. I understand that all information to which I may obtain access
2 by signing this Agreement is now and will forever remain the property
3 of the United States Government. I do not now, nor will I ever,
4 possess any right, interest, title, or claim whatsoever to such
5 information. I agree that I shall return all materials which may
6 have come into my possession or for which I am responsible because
7 of such access, upon demand by an authorized representative of the
8 United States Government or upon the conclusion of my employment or
9 other relationship with the United States Government Department or
10 Agency that last granted me either a security clearance or an SCI
11 access approval. If I do not return such materials upon request, I
12 understand that this may be a violation of Section 793, Title 18,
13 United States Code, a United States criminal law.

1 11. Unless and until I am released in writing by an authorized
2 representative of the Department or Agency that last granted me
3 either a security clearance or an SCI access approval, I understand
4 that all conditions and obligations imposed upon me by this Agreement
5 apply during the time I am granted access to SCI and at all times
6 thereafter.

1 12. Each provision of this Agreement is severable. If a court should
2 find any provision of this Agreement to be unenforceable, all other
3 provisions of this Agreement shall remain in full force and effect.

1 13. I have read this Agreement carefully and my questions, if any,
2 have been answered to my satisfaction. I acknowledge that the
3 briefing officer has made available Sections 793, 794, 798, and 952
4 of Title 18, United States Code, Section 783(b) of Title 50, United
5 States Code, the Intelligence Identities Protection Act of 1982, and
6 Executive Order 12356 so that I may read them at this time, if I so
7 choose.

1 14. I make this Agreement without any mental reservation or purpose
2 of evasion.

SIGNATURE

DATE

SOCIAL SECURITY NUMBER
(SEE NOTICE BELOW)

ORGANIZATION

DRAFT
MAY 26 1983

- 1 The execution of this Agreement was witnessed by the undersigned,
- 2 who accepted it on behalf of the United States Government as a
- 3 prior condition of access to Sensitive Compartmented Information.

WITNESS and ACCEPTANCE:

SIGNATURE

DATE

ORGANIZATION

- 1 NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal
- 2 agencies inform individuals, at the time information is solicited
- 3 from them, whether the disclosure is mandatory or voluntary, by
- 4 what authority such information is solicited, and what uses will
- 5 be made of the information. You are hereby advised that authority
- 6 for soliciting your Social Security Account Number (SSN) is Executive
- 7 Order 9397. Your SSN will be used to identify you precisely when
- 8 it is necessary to 1) certify that you have access to the information
- 9 indicated above or 2) determine that your access to the information
- 10 indicated has terminated. Although disclosure of your SSN is not
- 11 mandatory, your failure to do so may impede the processing of such
- 12 certifications or determinations.

DRAFT
MAY 26 1983

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

An Agreement Between _____ and the United States
(Name-Printed or Typed)

1 1. Intending to be legally bound, I hereby accept the obligations
2 contained in this Agreement in consideration of my being granted
3 access to classified information. As used in this Agreement, classified
4 information is information that is classified or classifiable under
5 the standards of Executive Order 12356, or any other Executive order
6 or statute that prohibits the unauthorized disclosure of information
7 in the interest of national security. I understand and accept that
8 by being granted access to classified information, special confidence
9 and trust shall be placed in me by the United States Government.

1 2. I hereby acknowledge that I have received a security indoctrination
2 concerning the nature and protection of classified information,
3 including the procedures to be followed in ascertaining whether
4 other persons to whom I contemplate disclosing this information have
5 been approved for access to it, and I understand these procedures.

1 3. I have been advised that direct or indirect unauthorized disclosure,
2 unauthorized retention, or negligent handling of classified information
3 by me could cause irreparable injury to the United States or be used
4 to advantage by a foreign nation. I hereby agree that I will never
5 divulge such information unless I have officially verified that
6 the recipient has been properly authorized by the United States
7 Government to receive it or I have been given prior written authorization
8 from the United States Government Department or Agency (hereinafter
9 Department or Agency) that last granted me a security clearance
10 that such disclosure is permitted. I further understand that I am
11 obligated by law and regulation not to disclose any classified
12 information in an unauthorized fashion.

1 4. I have been advised that any breach of this Agreement may result
2 in the termination of any security clearances I may hold; removal
3 from any position of special confidence and trust requiring such
4 clearances; as well as the termination of my employment or other
5 relationships with the Departments or Agencies that granted my security
6 clearances. In addition, I have been advised that any unauthorized
7 disclosure of classified information by me may constitute violations
8 of United States criminal laws, including the provisions of Sections 793,
9 794, 798, and 952, Title 18, United States Code, Section 783(b),
10 Title 50, United States Code, and the provisions of the Intelligence
11 Identities Protection Act of 1982. Nothing in this Agreement constitutes
12 a waiver by the United States of the right to prosecute me for any
13 statutory violation.

1 5. In addition, I hereby assign to the United States Government any
2 rights, title and interest, and all royalties, remunerations, and
3 emoluments that have resulted, will result or may result from any
4 disclosure, publication, or revelation not consistent with the
5 terms of this Agreement.

DRAFT
MAY 26 1983

1 6. I understand that the United States Government may seek any
2 remedy available to it to enforce this Agreement including, but
3 not limited to, application for a court order prohibiting disclosure
4 of information in breach of this Agreement. I have been advised
5 that the action can be brought against me in any of the several
6 appropriate United States District Courts where the United States
7 Government may elect to file the action. Court costs and reasonable
8 attorneys fees incurred by the United States Government may be
9 assessed against me if I lose such action.

1 7. I understand that all information to which I may obtain access
2 by signing this Agreement is now and will forever remain the property
3 of the United States Government. I do not now, nor will I ever,
4 possess any right, interest, title, or claim whatsoever to such
5 information. I agree that I shall return all materials, which may
6 have come into my possession or for which I am responsible because
7 of such access, upon demand by an authorized representative of the
8 United States Government or upon the conclusion of my employment or
9 other relationship with the United States Government Department or
10 Agency that last granted me a security clearance. If I do not return
11 such materials upon request, I understand that this may be a violation
12 of Section 793, Title 18, United States Code, a United States
13 criminal law.

1 8. Unless and until I am released in writing by an authorized
2 representative of the Department or Agency that last granted me
3 a security clearance, I understand that all conditions and obligations
4 imposed upon me by this Agreement apply during the time I am granted
5 access to classified information, and at all times thereafter.

1 9. Each provision of this Agreement is severable. If a court
2 should find any provision of this Agreement to be unenforceable, all
3 other provisions of this Agreement shall remain in full force and
4 effect.

1 10. I have read this Agreement carefully and my questions, if
2 any, have been answered to my satisfaction. I acknowledge that
3 the briefing officer has made available Sections 793, 794, 798, and
4 952 of Title 18, United States Code, Section 783(b) of Title 50,
5 United States Code, the Intelligence Identities Protection Act
6 of 1982, and Executive Order 12356, so that I may read them at this
7 time, if I so choose.

1 11. I make this Agreement without any mental reservation or purpose
2 of evasion.

SIGNATURE

DATE

SOCIAL SECURITY NUMBER
(SEE NOTICE BELOW)

ORGANIZATION

DRAFT
MAY 26 1983

- 1 The execution of this Agreement was witnessed by the undersigned,
- 2 who accepted it on behalf of the United States Government as a prior
- 3 condition of access to classified information.

WITNESS and ACCEPTANCE:

SIGNATURE_____
DATE_____
ORGANIZATION

- 1 NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal
- 2 agencies inform individuals, at the time information is solicited
- 3 from them, whether the disclosure is mandatory or voluntary, by what
- 4 authority such information is solicited, and what uses will be made
- 5 of the information. You are hereby advised that authority for
- 6 soliciting your Social Security Account Number (SSN) is Executive
- 7 Order 9397. Your SSN will be used to identify you precisely when it
- 8 is necessary to 1) certify that you have access to the information
- 9 indicated above or 2) determine that your access to the information
- 10 indicated has terminated. Although disclosure of your SSN is not
- 11 mandatory, your failure to do so may impede the processing of such
- 12 certifications or determinations.

DRAFT
MAY 26 1983

PREPUBLICATION REVIEW AGREEMENT

An Agreement Between _____ and the United States
(Name - Printed or Typed)

1 1. In consideration of being granted access to classified information
2 and of being assigned or retained in a position of special confidence
3 and trust requiring access to classified information, I hereby agree
4 to submit for security review by the Department or Agency that last
5 granted me a security clearance all information or materials,
6 including works of fiction, that I contemplate disclosing to any
7 person not authorized to have such information, or that I have
8 prepared for public disclosure, which contain or purport to contain
9 any classified information. I understand and agree that my obligation
10 to submit such information and materials for review applies during
11 the course of my access to classified information and at all times
12 thereafter, and I agree to make any required submissions prior to
13 discussing the information with, or showing it to anyone who is not
14 authorized to have access to such information. I further agree that
15 I will not disclose such information unless I have officially verified
16 that the recipient has been properly authorized by the United States
17 Government to receive it or I have been given written authorization
18 from the Department or Agency that last granted me a security
19 clearance that such disclosure is permitted.

1 2. I understand that the purpose of the review described in paragraph 1
2 is to give the United States a reasonable opportunity to determine
3 whether the information or materials submitted pursuant to paragraph 1
4 set forth any classified information. I further understand that the
5 Department or Agency to which I have submitted materials will act
6 upon them, coordinating with other Departments or Agencies as
7 appropriate, and substantively respond to me within 30 working days
8 from date of receipt.

1 3. I make this Agreement without any mental reservation or purpose
2 of evasion.

SIGNATURE_____
DATE_____
SOCIAL SECURITY NUMBER
(SEE NOTICE BELOW)_____
ORGANIZATION

1 The execution of this Agreement was witnessed by the undersigned,
2 who accepted it on behalf of the United States Government as a
3 prior condition of access to classified information.

DRAFT**MAY 26 1983**

WITNESS and ACCEPTANCE:

SIGNATURE_____
DATE_____
ORGANIZATION

1 NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that Federal agencies
2 inform individuals, at the time information is solicited from them,
3 whether the disclosure is mandatory or voluntary, by what authority
4 such information is solicited, and what uses will be made of the
5 information. You are hereby advised that authority for soliciting
6 your Social Security Account Number (SSN) is Executive Order 9397.
7 Your SSN will be used to identify you precisely when it is necessary
8 to 1) certify that you have access to the information indicated
9 above or 2) determine that your access to the information indicated
10 has terminated. Although disclosure of your SSN is not mandatory,
11 your failure to do so may impede the processing of such certifications
12 or determinations.